

MUTUAL FIREFIGHTING AND RESCUE ASSISTANCE AGREEMENT

This Agreement made and entered into this _____ day of _____, _____ by and between the Board of Supervisors of Loudoun County, Virginia and the Board of County Commissioners of Frederick County, Maryland.

WITNESSETH:

Whereas, each of the parties hereto maintains equipment and personnel for the suppression of fires and for rescue service through paid and/or volunteer companies within its own jurisdiction and areas; and

Whereas, the parties hereto desire to define their cooperative arrangement for fire protection and rescue service and augment the fire protection and rescue service in their respective jurisdictions and areas; and

Whereas, the Board of Supervisors of Loudoun County, Virginia (“BOS”) and the Board of County Commissioners of Frederick County, Maryland (“BoCC”) agree to provide the personnel, assets, and resources which the respective boards are able to provide pursuant to this plan. The BoCC has direct control over employees of the County and agrees to provide those personnel, assets and resources over which the BoCC has direct control. Fire protection and rescue services in Frederick County, Maryland are also provided through twenty-six individual volunteer fire and rescue companies. The BoCC agrees to dispatch these volunteer companies in response to a request for mutual aid in accordance with standard protocols and to use due diligence to obtain the performance of the volunteer companies in accordance with the terms of this Mutual Firefighting and Rescue Assistance agreement.

Whereas, it is the policy of the BOS and the BoCC, respectively, to establish such agreements whenever practicable; and

Whereas, it is deemed mutually beneficial for the parties to this Mutual Firefighting and Rescue Assistance Agreement (hereinafter referred to as “Agreement”) to render assistance to one another in accordance with the terms set forth herein;

THEREFORE IT IS AGREED THAT

1. For the purposes of this Agreement, the following definitions shall apply:

Assistance – any fire/rescue service rendered by either jurisdiction to the other pursuant to this Agreement. The Parties agree that assistance provided by their employees or agents will only be furnished by entities and individuals who possess all required state and local training, licenses and certifications required for the rendering of any fire/rescue services performed by those entities or individuals.

Host Jurisdiction – the party within whose geographic boundaries the emergency response and/or request for assistance is located.

Mutual Assistance Jurisdiction – the party whose geographic boundaries are outside of the jurisdiction where the emergency response and/or request for assistance is located.

Incident Commander – the senior officer of the fire and/or rescue department or company present at an emergency who has assumed operational control over the deployed forces.

Region – the area consisting of Loudoun County and Frederick County.

Senior Officer – the highest-ranking member of the fire and/or rescue department or company present.

2. Whenever it is deemed advisable by the host jurisdiction, or by the Incident Commander of any such fire or rescue department actually present at the emergency incident, to request firefighting or rescue assistance under the terms of this Agreement, then that jurisdiction or that senior officer is authorized to do so.
3. Where the geographic location of the emergency response and/or request for assistance is located closer to a mutual assistance jurisdiction's fire or rescue station, the closest station shall be dispatched as an add-on company, along with the normal response of the host jurisdiction.
4. Each party to this Agreement will provide firefighting and rescue apparatus, equipment, and personnel to ensure an equitable level of in-kind service delivery between the parties. At a minimum, each party will provide for the response a firefighting apparatus as well as basic and advanced life support ambulances (as appropriate) to fire, rescue and EMS incidents pursuant to this Agreement. Further, as a condition to the performance of emergency medical services by either party to the other under this Agreement, the parties agree that their respective operational Medical Directors and their Chiefs of Fire and Rescue shall sign the Operational

Medical Directors Memorandum of Understanding (OMD MOU), which is attached to this Agreement as Appendix C. This Operational Medical Directors Memorandum of Understanding may be amended from time to time, as the Medical Directors and the respective Chiefs of Fire and Rescue deem necessary and appropriate, without further amendment to this Agreement. However, an Operational Medical Directors Memorandum of Understanding must exist at all times as a condition of the rendering of emergency medical assistance under this Agreement. Each party will notify each other in the event that the OMD MOU is not in effect. Each party will provide the other with a copy of their department's Operations Procedures.

5. When appropriate during an emergency, the communication center of the host jurisdiction shall announce during the incident dispatch the added mutual aid unit due, followed by the formal request for aid to the other party's communication center. Communications for the incident shall be handled by the host jurisdiction's communications center in accordance with the operating procedures established by each jurisdiction.
6. The rendering of assistance specified in paragraphs 2, 3, 4, and 5 of this Agreement is mandatory if apparatus and personnel are available. Each party shall respond to fire and rescue emergencies in the region when requested by another party's communication center so long as equipment and staffing are available to so do.
7. The senior officer on duty at the mutual assistance jurisdiction's fire and rescue communication center receiving a dispatch request pursuant to this Agreement shall:
 - a. Immediately determine if the requested apparatus is available for response to the call.
 - b. If the requested apparatus is available, immediately dispatch the apparatus and personnel to the call in accordance with the terms of this Agreement.
 - c. If the requested apparatus is/are not available, immediately inform the requesting jurisdiction of the situation.
8. Whenever the fire/or rescue companies or departments are called to provide service in the region, the senior officer of the first company to arrive shall establish incident command as prescribed by the National Incident Management System until a senior officer of host jurisdiction arrives. Command shall be transferred to the senior officer of the host jurisdiction's Department once that senior officer arrives and

requests such command. Training in the Incident Command system shall be conducted by each jurisdiction.

9. All services performed under this Agreement shall be rendered without reimbursement to the mutual assistance jurisdiction by the host unless otherwise specified by law. However, nothing in this Agreement shall be construed to prevent either party from seeking reimbursement of the costs of emergency assistance from other individuals or entities or from state or federal funding sources, as permitted by law.
10. Each party to this Agreement waives all claims against the other party to this Agreement for compensation of any loss, damage, personal injury, or death occurring in consequence of the performance of the terms of this Agreement.
11. This Agreement supersedes any and all prior mutual aid or other related agreements for fire and rescue services between the parties.
12. This Agreement shall become effective when it is signed by the two parties and shall remain in full force and effect until cancelled by mutual agreement of the parties hereto or by written notice by one party to the other party, giving ninety (90) days notice of said cancellation.
13. All services performed by the parties and their personnel, as well as expenditures made under this Agreement, shall be deemed to be for public and governmental purposes, and all immunities from liability enjoyed by federal, state and local governments within each party's boundaries shall extend to its participation in rendering emergency services in accordance with this Agreement outside its boundaries.
14. To the extent permitted by the laws of the Commonwealth of Virginia and the State of Maryland, each party to this Agreement will be responsible for the acts and omissions of its agents and employees within the scope of their duties which cause injury to persons or property. Notwithstanding the foregoing, neither party shall be responsible to the other party for punitive damages assessed against its employees or agents, or for any criminal conduct of the other party's employees or agents. Nothing herein shall be deemed as a waiver of sovereign immunity or any other defense available to either party.

[Signature pages follow]

Signature Page, Loudoun County

BOARD OF SUPERVISORS OF
LOUDOUN COUNTY, VIRGINIA

BY _____
Scott York, Chairman

BY _____
Tim Hemstreet
County Administrator

ATTEST:

Clerk to the Board

BY _____
W. Keith Brower, Jr.,
Interim Chief of Department
Loudoun County Department of Fire,
Rescue, and Emergency Management

BY _____
Douglas G. Rambo, Chairman
Loudoun County Fire-Rescue Commission

Signature Page, Frederick County

BOARD OF COUNTY COMMISSIONERS
OF FREDERICK COUNTY, MARYLAND

BY _____
Jan H. Gardner, President

ATTEST:

Ronald A. Hart, County Manager

BY _____
Thomas W. Owens, Director
Frederick County Division of
Fire and Rescue Services

Loudoun County/Frederick County
Mutual Firefighting and Rescue Assistance Agreement
Operational Response Plan

This operational response plan by and between Loudoun County, Virginia and Frederick County, Maryland is developed under the authority granted in paragraph 5 of the Mutual Firefighting and Rescue Assistance Agreement of _____ and is intended to govern the joint operations of parties to the agreement in carrying out its provisions.

Intent – In the interest of both parties whose first due boundaries are in close proximity to the other’s jurisdiction, the parties agree to provide automatic aid dispatch of stated firefighting, rescue and EMS apparatus to each other’s incidents according to the standards outlined in this document. “Automatic Aid” implies that the requesting jurisdiction will add the mutual aid company to the dispatch vocal and will immediately notify the requested jurisdiction’s communications center of the request. In the case where a jurisdiction is unable to post “Automatic Aid” units, the requesting jurisdiction communications center will be notified immediately.

Communications – Assignment of Communications channels after dispatch shall be the responsibility of the host jurisdiction. All units identified as being capable of response as part of this plan shall be equipped with radio equipment that allows direct communications between all units and dispatch centers.

Response Units – The automatic aid dispatch will include any fire and/or EMS units as dispatched by “company” or specific “unit.”

Minimum Staffing – It is the expectation of both parties that fire suppression units will be adequately staffed. Except for tankers, apparatus dispatched for mutual aid shall be staffed by a minimum of three persons adequately certified by the respective state authority for the position he or she is riding in. To adequately advise the requesting jurisdiction of personnel status, the responding units will advise the number of personnel on board.

Incident Command System – National Incident Command System shall be utilized for the purposes of Incident Management on all incidents for which mutual aid is requested.

Incident Reporting – Each party will complete its own fire/EMS incident report and will make a copy of said report and supply it to the other party upon request by the other party.

Policies and Procedures – Each party will provide current operational policies, procedures and medical protocols to the other party. Operational issues that conflict with the other party's current policy will be resolved to the satisfaction of both parties. EMS providers will function according to their respective medical SOPs as approved by their jurisdictional OMD. See Appendix C.

Operational Medical Director Memorandum of Understanding – An operational medical director memorandum of understanding is included in this plan to satisfy the Virginia rules and Regulations 12-VAC 5-31, and the Mutual Aid section 12 VAC 5-31-630. It is attached as Appendix C.

Training and Target Hazard Preplanning – Each party will coordinate training opportunities and target hazard preplanning with the other to ensure adequate operational response preparedness. Target hazards will include commercial or industrial sites that have heavy fire loads, special hazards, or any site that requires special tactical operations for mitigation in the event of an emergency.

Response Plan Amendments – Either party may initiate amendments to this plan and its appendices, but no amendment or appendix shall be effective without the written consent of the other party.

The parties below have signed this agreement, through their authorized representatives, and by their signatures, agree to meet the responsibilities and abide by the terms and conditions of the Operational Response Plan.

W. Keith Brower, Jr.
Interim Chief of Department
Loudoun County Department of Fire,
Rescue, and Emergency Management

Date

Thomas W. Owens, Director
Frederick County Division of
Fire and Rescue Services

Date